

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

PRIMERICA LIFE INSURANCE  
COMPANY,

Plaintiff-in-Interpleader,

vs.

CAROLYN DuROFF, an individual, SCOTT  
DuROFF, an individual, and DOES 1 through  
10, inclusive,

Defendants-in-Interpleader.

CASE NO.: C 09-04611 SI  
(Honorable Susan Illston)

**[PROPOSED] ORDER GRANTING  
STIPULATION FOR:**

- (1) DISTRIBUTION OF  
INTERPLEADED FUNDS;**
- (2) DISCHARGE AND DISMISSAL  
WITH PREJUDICE;**
- (3) AWARD OF ATTORNEYS' FEES  
AND COSTS TO PRIMERICA LIFE  
INSURANCE COMPANY IN THE  
AMOUNT OF \$3,400; AND**
- (4) PERMANENT INJUNCTION**

[Filed concurrently with Stipulation of the  
Parties]

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**[PROPOSED] ORDER GRANTING STIPULATION FOR: (1) DISTRIBUTION; (2)  
DISCHARGE AND DISMISSAL WITH PREJUDICE; (3) AWARD OF ATTORNEYS' FEES  
AND COSTS; AND (4) PERMANENT INJUNCTION; CASE NO. C 09-04611 SI**

1 Having considered the Stipulation of Plaintiff-in-Interpleader Primerica Life Insurance  
2 Company ("Primerica"), and Defendants-in-Interpleader Carolyn DuRoff ("Carolyn"), and Scott  
3 DuRoff ("Scott"), (Carolyn and Scott are sometimes collectively referred to as "Defendants-in-  
4 Interpleader"), the Court ORDERS as follows:

5  
6 1. That Primerica and its agents are discharged of all liability with respect to the life  
7 insurance policy issued by Primerica to Mitch DuRoff, (the "Deceased") providing a death benefit  
8 of \$150,000, policy number 0432189618 (the "Policy") and out of which the above-referenced  
9 interpleader action arises;

10  
11 2. That Defendants-in-Interpleader and each of them, their agents, attorneys or  
12 assigns, are enjoined perpetually, restraining each of them, their agents, attorneys or assigns, from  
13 instituting any suit at law or equity, or action of any kind whatsoever, against Primerica, and its  
14 agents, with respect to the Policy and/or the proceeds of the Policy;

15  
16 3. That Primerica is dismissed from this action with prejudice as to all claims relating  
17 to the Policy benefits and the Policy issued to the Deceased insuring the life of the Deceased;

18  
19 4. That Primerica will be awarded its reasonable attorneys' fees and costs in the  
20 amount of \$3,400.00, which Primerica was forced to incur in bringing its interpleader action, and  
21 which amount is to be paid from Policy proceeds currently on deposit with this Court in the amount  
22 of \$153,926.71 (death benefit plus interest);

23  
24 5. That, pursuant to the settlement agreement reached between the Defendants-in-  
25 Interpleader, Carolyn will receive \$13,000 of the Policy proceeds currently on deposit with the  
26 Court registry;

1           6. That, pursuant to the settlement agreement reached between the Defendants-in-  
2 Interpleader, Scott will receive the remaining Policy proceeds currently on deposit with the Court  
3 registry in the amount of \$137,526.71 (\$153,926.71 minus (1) \$13,000 to Carolyn and (2) \$3,400 to  
4 Primerica equals \$137,526.71).

5  
6  
7 **IT IS SO ORDERED.**

8 Dated: \_\_\_\_\_, 2009



United States District Judge

**Respectfully Submitted By:**

Gail E. Cohen (093210),  
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Attorneys for Plaintiff-in-Interpleader  
Primerica Life Insurance Company

**PROOF OF SERVICE**

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is: Barger & Wolen LLP, 633 West Fifth Street, 47<sup>th</sup> Floor, Los Angeles, California 90071-2043.

On November 13, 2009, I served the foregoing document(s) described as **[PROPOSED] ORDER GRANTING STIPULATION FOR (1) DISTRIBUTION OF INTERPLEADED FUNDS; (2) DISCHARGE AND DISMISSAL WITH PREJUDICE; (3) AWARD OF ATTORNEYS' FEES AND COSTS TO PRIMERICA LIFE INSURANCE COMPANY IN THE AMOUNT OF \$3,400; AND (4) PERMANENT INJUNCTION** on the interested parties in this action by placing ☐ the original ☒ a true copy thereof enclosed in sealed envelope addressed as stated in the attached mailing list.

**Scott DuRoff**  
1347 Tilton Road  
Sebastopol, California 95472

**Carolyn DuRoff**  
220 Golden Ridge Avenue, Apt. #2  
Sebastopol, California 95472

**☒ BY MAIL**

☐ I deposited such envelope in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid.

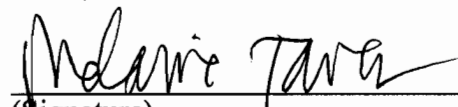
☒ I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. Postal Service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postage cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

**☐ BY PERSONAL SERVICE**

☐ I caused such envelope to be delivered to a commercial messenger service with instructions to personally deliver same to the offices of the addressee on this date.

☒ **(FEDERAL)** I declare that I am employed in the office of a member of the bar of this Court at whose direction the service was made. Executed at Los Angeles, California on **November 13, 2009**.

MELANIE TAVERA  
(Name)

  
(Signature)